REMARKS

Claims 1-30 are pending in the application. Reconsideration is respectfully requested in light of the following remarks.

Section 102(b) Rejection:

The Office Action rejected claims 1-3, 7-13, 17-23 and 27-30 under 35 U.S.C. § 102(b) as being anticipated by Rosenberg, et al. (E.P. Patent 0892530) (hereinafter "Rosenberg"). Applicants assert that claims 1-3, 7-13, 17-23 and 27-30 are not anticipated by Rosenberg for at least the reasons listed below.

Regarding claim 1, Rosenberg fails to teach a method comprising a client reading an advertisement from a space, wherein the space comprises a network-addressable storage location, wherein the advertisement comprises a Uniform Resource Identifier (URI) and a schema, wherein the URI specifies a network address at which a service may be accessed, and wherein the schema specifies one or more messages usable to invoke one or more functions of the service.

Rosenberg teaches a method for a client to locate a particular service from a service provider on wide area computer networks. Specifically, Rosenberg teaches that a client queries a directory agent to locate a Service Broker that has stored an advertisement for a desired service. The client then queries the Broker to obtain the address of the particular service (Rosenberg, Abstract, column 2, lines 31-51). However, Rosenberg does not teach that a service advertisement includes a schema that specifies one or more messages usable to invoke one or more functions of the service. Rosenberg also fails to teach the client sending a first message to the service at the URI, wherein the first message is specified in the schema. The Examiner contends that under Rosenberg a "client can respond to the criteria set forth in the schema to the service broker which processes the request." However, the Examiner's cited passage does not include any

reference or teaching to a schema. In fact, Rosenberg provides no mention or suggestion of such a schema.

The Examiner, in the Response to Arguments section of the Final Action, argues that when a broker in Rosenberg's system "replies to all client requests with service replies and service type replies" that the broker is utilizing a schema of sorts. This is clearly an incorrect interpretation of Rosenberg. Merely responding to requests does not constitute using a schema. Additionally, the Examiner has not shown how Rosenberg anticipates an <u>advertisement that comprises a schema</u> that specifies one or more messages usable to invoke functions of the service. Rosenberg teaches that an advertisement describes "the attributes and cost structure" of a service (Rosenberg, column 3, lines 48-50). Rosenberg does not mention an advertisement including a schema specifying one or more messages usable to invoke one or more functions of the service. Furthermore, the Examiner's interpretation of Rosenberg pertains to the operation of the broker, not a client. Thus, even under the Examiner's interpretation, Rosenberg would still fail to anticipate a *client* sending a message specified in the schema. The Examiner is clearly speculating in hindsight regarding Rosenberg's client/server communications to insert a schema into the advertisements in Rosenberg's system.

Furthermore, in the Response to Arguments section, the Examiner incorrectly states that "[a]s claimed, the limitation [of claim 1] only includes invoking one or more functions of the service." However, the Examiner has overlooked the fact that claim 1 recites, in pertinent part, wherein <u>the advertisement comprises</u> a Uniform Resource Identifier (URI) and <u>a schema,</u> ... and wherein the <u>schema specifies one or more messages</u> usable to invoke one or more functions of the service. Just invoking one or more functions of a service does not anticipate *an advertisement that comprises a schema that specifies one or more messages* usable to invoke one or more functions of the service.

Applicants remind the Examiner that for a rejection under section 102, the <u>identical</u> invention must be shown <u>in as complete detail</u> as is contained in the claims.

Anticipation requires the presence in a single prior art reference disclosure of <u>each and every element</u> of the claimed invention, <u>arranged as in the claim</u> (M.P.E.P § 2131). Claim 1 is clearly not anticipated by Rosenberg.

In light of the above remarks, applicants assert that the rejection of claim 1 is not supported by the cited art and withdrawal of the rejection is respectfully requested. Similar remarks as discussed above in regard to claim 1 apply to claims 11 and 21.

Regarding claim 2, the Examiner states, "Rosenberg discloses the service sending a second message to the client in response to the client sending the first message to the service, wherein the second message in specified in the schema." Applicants disagree with the Examiner's characterization of Rosenberg.

As described above regarding claim 1, Rosenberg clearly fails to teach a service advertisement including a schema specifying one or more messages usable to invoke one or more functions of the service. Without such a schema, Applicants fail to see how Rosenberg can disclose a service sending a message to a client wherein the message is specified in the schema. The Examiner refers to step 7 in Fig. 7 and col. 7, lines 1-21 of Rosenberg. This portion of Rosenberg refers to the directory agent returning a broker address to the client. Applicants fail to see how this has any relevance to claim 2. The communication from the broker agent is not a message from the service whose URI is provided in an advertisement. Nor is it a message specified in a schema provided in the advertisement.

The Examiner argues, in the Response to Arguments section, that the client/server communication in Rosenberg utilizes a schema, "though not directly calling it a schema." In fact, Rosenberg doesn't refer to anything like a schema at all. As discussed above regarding claim 1, the Examiner is applying his own hindsight speculation to insert the use of a schema into Rosenberg's system. Rosenberg does not disclose that his services send message specified in a schema and certainly does not teach a service communicating using messages specified in a schema included in and advertisement for the service.

Thus, in light of the above remarks, applicants assert that the rejection of claim 2 is not supported by the cited art and withdrawal of the rejection is respectfully requested. Similar remarks as discussed above in regard to claim 2 apply to claims 12 and 22.

Regarding claim 10, Rosenberg does not teach a client using the <u>URI and the schema in the advertisement</u> <u>to construct a gate for access</u> to the service. Firstly, as described above, Rosenberg fails to teach a schema specifying one or more messages usable to invoke one or more functions of the service. Hence, Rosenberg cannot teach a client using such a schema to construct a gate for access to the service.

Secondly, Rosenberg contains no reference or teaching regarding constructing a gate for access to a service. In the Response to Arguments section, the Examiner erroneously contends that a client obtaining an address and connecting to a server implies using a URI and a schema from an advertisement to construct a gate for access to the service. Specifically, the Examiner states, "[u]tilizing the information *contained in the schema*, the client receives an address of the service provider which the client then uses to connect directly to the server, constructing a gate for access" (emphasis added). However, the Examiner has fails to show that Rosenberg's system includes a schema that contains information usable by the client. The Examiner only argues that since brokers response to client requests "with service replies and service type replies" Rosenberg's system includes a schema (see, Response to Arguments section, regarding claim 1). The Examiner has not shown how a client obtains or gains access to such a schema, nor does the Examiner show where Rosenberg teaches that such a schema includes information usable by a client to construct a gate as argued by the Examiner.

Furthermore, Rosenberg is not concerned with the details of client/server communications, but instead is only concerned about a client locating a service. Rosenberg does not even describe how a client communicates with a service, except to say, "[t]he client is then able to contact server X to obtain service A" (Rosenberg, FIG. 2, step 10 and column 2, lines 50-51). The Examiner is incorrectly interpreting that one

statement as a client using a URI and a schema from an advertisement to construct a gate for access to the service.

In light of the above remarks, applicants assert that the rejection of claim 10 is not supported by the cited art and withdrawal of the rejection is respectfully requested. Similar remarks as discussed above in regard to claim 10 apply to claims 20 and 30.

Section 103(a) Rejection:

The Office Action rejected claims 4-6, 14-16 and 24-26 under 35 U.S.C. § 103(a) as being unpatentable over Rosenberg in view of Brown et al. (U.S. Patent 6,658,415) (hereinafter "Brown"). These claims are patentable for at least the reasons given above in regard to their respective independent claims.

In regard to claim 4, the Examiner argues that Rosenberg teaches all limitations of claim 1, and fails only to disclose the schema is expressed in a data representation language. Applicants disagree. Rosenberg teaches a service broker system wherein clients contact service brokers to obtain communication addresses for desired services. As shown above regarding the § 102(b) rejection, Rosenberg in fact fails to anticipate independent claim 1.

The Examiner relies on Brown to teach a schema expressed in a data representation language. Brown teaches a system for electronically monitoring and managing user access to online content via a universally accessible database (Brown, column 2, lines 20-29). The Examiner argues, "Brown discloses expressing data transfer file, such as document type definitions, as well as schema expressions in XML." However, Brown teaches that a schema is "utilized to validate XML *data files*" and that such a schema "would verify that *all the data* required for authority designated access is included in the *XML data file*" (emphasis added, Brown, column 5, lines 11-24). Thus, even though Brown is teaching the use of a schema, he teaches using such a schema to

validate the contents of data files. Brown has nothing to do with a schema that specifies one or more messages usable to invoke one or more functions of a service.

In his Response to Arguments section, the Examiner asserts that he is not relying upon Brown only to teach providing a schema in a data representation language, such as XML. While Brown does teach that schema can be used to validate the contents of *data* files, Brown does not teach or suggest using XML in a schema to specify messages usable to invoke functions of a service. Specifically, Brown teaches, "DTDs, schemas, and XSL files may be, for example, transmitted with an XML data file to a receiving system" and that "the DTD or schema would verify that all the data required for authority designated access is included in the XML data file" (Brown, column 5, lines 18-24). Hence, neither Rosenberg nor Brown provides any suggestion that XML may be used for a schema specifying messages usable to invoke functions of a service. Thus, a combination of Rosenberg and Brown clearly fails to disclose or suggest that a schema specifying messages usable to invoke a function is expressed in a data representation language. Claim 4 does not recite that a schema for verifying data content in XML files (as in Brown). Instead, claim 4 requires that the schema that specifying one or more messages usable to invoke functions of the service be expressed in a data representation language. None of the cited references suggest this limitation.

There is no teaching in Rosenberg or Brown, either alone or in combination, that suggests using a schema as part of a service advertisement, wherein the schema specifies one or more messages that a client may send to a service to invoke one or more functions of the service. Nor do Rosenberg and Brown, either alone or in combination, teach that this type of schema can be expressed in a data representation language.

Additionally, one of ordinary skill in the art would have no reason to combine the teachings of Rosenberg and Brown. Under the teachings of Rosenberg and Brown there would be no reason to modify the service broker system of Rosenberg by adding the data file validation use of schemas as taught be Brown. Rosenberg does not mention anything about data file validation and Rosenberg's system does not include the transfer of data

files that need validation. Therefore, one of ordinary skill in the art would have no reason to apply the teaching of Brown to those of Rosenberg. The service broker system of Rosenberg and the online content access monitoring system of Brown are completely different types of systems. Even if the teachings of these references were combined, the resultant system would still use a schema only for data validation, and not for specifying one or more messages that a client may send to a service to invoke one or more functions of a service.

The rejection of claim 4 is not supported by the prior art and removal thereof is respectfully requested. Arguments similar to those above regarding claim 4 also apply to claims 14 and 24.

Applicants also assert that numerous other ones of the dependent claims recite further distinctions over the cited art. However, since the independent claims have been shown to be patentably distinct, a further discussion of the dependent claims is not necessary at this time.

Information Disclosure Statements:

Applicants note that two different information disclosure statements with accompanying Forms PTO-1449 were submitted on October 9, 2003, and October 17, 2003, respectively. Applicants request the Examiner to carefully consider the listed references and return copies of the signed and initialed Forms PTO-1449 from both statements.
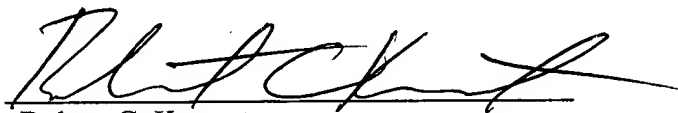
CONCLUSION

Applicants submit the application is in condition for allowance, and notice to that effect is respectfully requested.

If any fees are due, the Commissioner is authorized to charge said fees to Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C. Deposit Account No. 501505/5181-64900/RCK.

Also enclosed herewith are the following items:

☒ Return Receipt Postcard

☐ Petition for Extension of Time

☐ Notice of Change of Address

☐ Fee Authorization Form authorizing a deposit account debit in the amount of $ for fees (   ).

☐ Other:

Respectfully submitted,

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Date: December 21, 2004